

ARS □ CSREES □ ERS □ NASS

Bulletin

Title: Research Support Agreements

Number: 01-153

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Originating Office: Extramural Agreements Division, AFM/ARS

Distribution: ARS Headquarters, Areas, and Locations

This bulletin provides revised policy on appointment limitations for Full-time Temporary employees and treatment of tuition remission in conjunction with the Research Support Agreement.

Background

A national workgroup was formed to study and discuss how Agency personnel were currently utilizing the Research Support Agreement (RSA). The workgroup found that Agency policy governing the use of the RSA may be less than adequate. An inventory was conducted Agency wide to determine the number of current RSA employees and the period of time covered by each employee's assignment. It was determined that the RSA was being utilized to acquire long-term support positions, and that this practice jeopardizes continued use of this unique authority.

Purpose

The purpose of this bulletin is to establish new internal controls limiting use of the RSA for acquiring personal services to short-term requirements only, implementing a 4-year limitation on the duration of full-time temporary positions acquired through the RSA.

Authorized Uses

- **Acquisition of personal services is limited to:**
 - Laboratory technicians and aides.
 - Wage-grade support help.
 - Support professionals who do not perform original research.
 - Graduate and undergraduate students paid an hourly wage. Fringe benefits may also be reimbursed.
 - Short-term SYs (90 days or less).
 - Data entry and clerk-typists required for specific research projects. Cooperator employees cannot be used to perform general office functions or duties.
 - Seasonal and intermittent workers
 - Full-Time Temporary requirements (limited to 4 years in duration)
- **General support costs to facilitate research activities when ARS employees are located in or contiguous to the Cooperator's facility are exempt from the 4-year appointment limitation.**
- **Internet access is authorized as a general support cost provided that a waiver has been obtained from the Department which authorizes the Location to access the internet through the Cooperator's server.**

Policy

- Authorized Uses

Effective October 1, 2001, assignment of RSA employees obtained for providing Full-time temporary personal services **shall be limited to 4 years in duration.**

- Tuition Remission

Effective immediately, reimbursement of tuition costs may be negotiated and as such, shall be considered an allowable cost under the RSA.

- General Provisions

Form REE-452R has been revised to eliminate redundancy and duplicate terms and conditions and to incorporate mutually agreed to clauses. (Exhibit 1)

- Fiscal Year Chargeable

Pursuant to the provisions of 7 U. S. C. 2209c, RSA Task Orders may be awarded in one fiscal year with performance ending in another fiscal year provided that the following conditions are met:

- 1) The requested service must be severable.
- 2) The requirements is to meet a bona-fide need established in the current fiscal year.
- 3) Performance commences in the current fiscal year.
- 4) The requirement does not exceed 12 months in duration.

Procedures

- Statement of work has been revised to reduce administrative burden in defining research objectives and to eliminate mutually agreed to clauses. (Exhibit 2)
- Task Orders shall include the following statement of mutual interest: (Exhibit 3)

“Both parties have mutual interest to carry out research activities supported by this Task Order.”

/cw/

Curtis Wilburn, Jr., Director
Extramural Agreements Division

Exhibit 1, REE-452R, General Provisions
Exhibit 2, RSA Statement of Work
Exhibit 3, OF-347, Task Order

**United States Department of Agriculture
General Provisions
Research Support Agreement**

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1. DEFINITIONS

The following terms shall have the meaning set forth below:

Agency - The USDA Agency making the award; Agricultural Research Service (ARS), Economic Research Service (ERS), or the National Agricultural Statistics Service (NASS).

Authorized Departmental Officer technical Representative (ADODR) - The Awarding Agency's technical representative, acting on behalf of the Authorized Departmental Officer.

Authorized Departmental Officer (ADO) - The Agency Official authorized to enter into, administer, and terminate this agreement.

Award Authorization (ARS-451) - Research Agreement signature page.

CFR - Code of Federal Regulations

COOPERATOR - The party(s) to this Agreement responsible for supplying goods and/or services to the Agency.

EFT - Electronic Funds Transfer

FAR - Federal Acquisition Regulations

HHS/PMS - Health and Human Services/Payment Management System - a method of receiving payment by electronic draw down.

MMR- Monthly Management Report. An itemized monthly expenditure report submitted by the Cooperator to the ADODR and the Research Leader (RL) who verify they have received what is paid for.

TASK ORDER (TO) (Optional Form (OF)-347 or equivalent) - Order for Supplies or Services. Submitted by the ADODR to the Cooperator for pricing of goods and services.

OMB - Office of Management and Budget

USC - United States Code

2. LEGAL AUTHORITY CERTIFICATION

The Cooperator certifies that it has legal authority to enter into this agreement.

3. AUTHORIZED USES

The ADO is responsible for ensuring that goods and personal services allowed under this Agreement meet the following authorized uses:

Agency personnel may engage in the following except as prohibited under limitations and restrictions. (See paragraph 4)

- Objectively refer potential employees to a Cooperator's employment office but shall not direct the hiring of a potential employee; and
- Furnish the Cooperator, opinions and recommendations on the performance of a Cooperator's employee, including the impact of requested leave on work schedules and research in progress.

Purchase of supplies and consumable items costing \$10,000 or less (or 10% percent of the Simplified Acquisition Procedures threshold) and directly related to the supported research.

Cooperator's employees may work alongside Government employees and may perform tasks similar to Government

employees. The Government plans work to be done, directs work in progress, and inspects performed tasks.

Reimbursement for manuscript processing (page charges).

4. LIMITATIONS AND RESTRICTIONS

Agency employees are not allowed to participate in the following personnel actions:

- Non-competitive Federal employment procedures
- Selecting Cooperator's employees
- Giving a particular person a temporary or intermittent appointment in anticipation of Federal appointment
- Requiring the services of a specific person
- Establishing employment agreements
- Establishing wage levels
- Administering payrolls (including certifying employees' time and attendance)
- Administering awards, discipline, or adverse actions
- Directly approving or disapproving leave
- Evaluating Cooperator's employees' performance
- Administering Cooperator's employees' benefits program
- Practicing nepotism
- Obtaining professional employees (Postdoc's and/or SY's)
- Obtaining personnel to do a full-time continuous job

The following personnel acquisitions are unauthorized:

- SY categories 1, 2 and 4 lasting longer than 90 days in a fiscal year
- Postdoctoral scientists or research associates in direct support of Agency scientists
- Direct clerical, secretarial, or receptionist support help for Agency personnel
- Administrative officers/technicians in direct support of Agency personnel
- Purchasing, fiscal, and property personnel in support of Federal operations
- Visiting or foreign SY's

This agreement cannot be used to avoid established Federal procurement or property procedures. Specifically:

- Acquisition, use, or disposing of real property
- Construction modifications, alterations, or capital improvements of either Federal or Cooperator facilities
- Architectural and engineering services
- Equipment purchases
- Printing and binding

The Agency may not intervene in the employee-employer relationship between the Cooperator and its employees.

The administrative supervision of cooperator employee's must remain the sole responsibility of the Cooperator.

5. OTHER ADMINISTRATIVE RESPONSIBILITIES AND CONSIDERATIONS

The following clarifications are provided on the Agency's authority and responsibility under this agreement:

- It is within the Agency's authority to reduce, discontinue or eliminate personal services or goods ordered under a Task Order with reasonable notice (180 days) to the Cooperator when ARS determines funds are no longer available or work is no longer needed.
- The responsibility for disability payments for Cooperator's employees who are on long-term disability status resides with the **Cooperator** not the Agency
- The responsibility for informing Cooperator's employees that RSA positions are subject to annual renewals and approvals resides with the Cooperator
- The responsibility for determining citizenship status of Cooperator employees resides with the Cooperator

6. ASSURANCES

The Cooperator hereby gives assurance that it will comply with the following:

a. International Air Transportation Fair Competitive Practices Act of 1975, Section 5 (49 USC 1517). Costs for foreign travel and related transportation of property are allowable only to the extent that United States flag air carriers are used.

b. Nondiscrimination Requirements; Rehabilitation Act of 1973 - Section 504; Sex Discrimination - Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975; Civil Rights Act of 1964 - Title VI (42 U.S.C. 2000d).

c. Protection of Human Subjects Requirements:

The Cooperator will comply with the following provisions regarding the rights and welfare of human subjects:

(1) The Cooperator is responsible for safeguarding the rights and welfare of any human subjects involved in research, development, and related activities supported by this Agreement. The Cooperator may conduct research involving human subjects only as prescribed in the statement of work and as approved by the Cooperator's cognizant Institutional Review Board. Prior to conducting such research, the Cooperator shall obtain and document a legally sufficient informed consent from each human subject involved. No such informed consent shall include any exculpatory language through which the subject is made to waive, or to appear to waive, any of his or her legal rights, including any release of the Cooperator or its agents from liability for negligence.

(2) The Cooperator agrees to comply with U.S. Department of Health and Human Services' regulations regarding human subjects, appearing in 45 CFR Part 46 (as amended).

(3) The Cooperator will comply with USDA policy which is to assure that the risks do not outweigh either potential benefits to the subjects or the expected value of the knowledge sought.

(4) Selection of subject or groups of subjects shall be made without regard to sex, race, color, religion, or national origin unless these characteristics are factors to be studied.

d. Animal Welfare Act Requirements:

The Cooperator agrees that it will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131, et seq., and the regulations promulgated thereunder by the Secretary of Agriculture (9 CFR, Subchapter A) pertaining to the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported by Federal funds. The Cooperator may request registration of facilities and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the Region in which their facility is located. The location of the appropriate APHIS Regional Office, as well as information concerning this requirement, may be obtained by contacting the Senior Staff Officer, Animal Care Staff, USDA/APHIS, 4700 River Road, Riverdale, Maryland 20737.

e. Recombinant DNA Research Requirements:

The Cooperator will assume primary responsibility for implementing proper conduct on recombinant DNA research and it will comply with the National Institute of Health Guidelines for Recombinant DNA Research, as revised.

If the Cooperator wishes to send or receive registered recombinant DNA material which is subject to quarantine laws, permits to transfer this material into the U.S. or across state lines may be obtained by contacting USDA/APHIS/PPQ, Scientific Services-Biotechnology Permits, 4700 River Road, Unit 133, Riverdale, Maryland 20737. In the event that the Cooperator has not established the necessary biosafety committee, a request for guidance or assistance may be made to the USDA Recombinant DNA Research Officer.

f. The Cooperator will assist the Agency in complying with the National Historic Preservation Act of 1966 - Section 106, as amended, (16 U.S.C. 470, Executive Order 11593); Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et. seq.);

g. The Cooperator will comply with Federal regulations regarding equal opportunity, nonsegregated facilities and affirmative action (41 CFR, Chapter 60);

h. The Cooperator will comply with the Single Audit Act (Public Law 98-502), as implemented by OMB Circular A-133;

i. Environmental Requirements:

National Environmental Policy Act of 1969 as amended (42 U.S.C. 4321 et. seq.), and 7 CFR Part 1b; Clean Air Act (42 U.S.C. 7401 et. seq.); Water Pollution Control Act (33 U.S.C. 1251 et. seq.); Flood Disaster Protection Act of 1973, Public Law 93-234 (42 U.S.C. 4001 et. seq.);

j. Questionnaires and Survey Plans:

The Cooperator will comply with the Paperwork Reduction Act of 1980 and 5 CFR 1320.

7. PATENT AND INVENTIONS

- a. "Subject Inventions" shall mean any invention conceived or first reduced to practice under this Agreement, and which is patentable or otherwise protectable under Title 35 of the United States Code, under Section 2321 of Title 7 of the United States Code, et seq., or under the patent laws of a foreign country.
- b. Each party shall promptly make a written disclosure to each other of each Subject Invention, said information shall be treated in confidence by the receiving party until such time a patent is applied for by the other party (see Schedule 1).
- c. Each party shall provide, when requested by the other, all information in its possession pertaining to a Subject Invention which may be necessary or useful in the preparation, filing, and prosecution of patent applications covering the Subject Invention.
- d. Publication and/or oral disclosure of Subject Inventions shall be delayed in order to preserve the United States and/or foreign patent rights, PROVIDED: said patent production shall be promptly and diligently sought.
- e. All rights, title, and interest in any Subject Invention made solely by employee(s) of ARS shall be owned by ARS.
- f. All rights, title, and interest in any Subject Invention made solely by at least one (1) employee of ARS and at least one (1) employee of the Cooperator shall be jointly owned by ARS and the Cooperator.
- g. All rights, title, and interest in any Subject Invention made solely by employees of the Cooperator shall be owned by the Cooperator, PROVIDED: ARS is granted a royalty-free, nonexclusive, worldwide, irrevocable license to practice the Subject Invention for the U.S. Government, e.g., research purposes.

8. ADODR RESPONSIBILITIES

The ADO has delegated ADODR responsibilities to the individual(s) (See Form 451, Page 1 of this Agreement), subject to the limitations as provided in the ADODR Designation and Instructions, (attached and made a part hereto).

9. TASK ORDERS (This is the obligating document)

The Cooperator agrees to furnish the Agency goods and services, including personal services, as ordered in writing by the ADODR. Billing shall not exceed the amount authorized on the TO. The Cooperator is not to continue performance under this Agreement or otherwise incur costs in excess of the amount of each TO, unless authorized by a duly signed amendment to the TO. Unallowable costs will not be approved in any case. (See Paragraph 12 for allowable costs.)

10. PRIOR APPROVALS

Written approval of the ADODR is required for the following:

- Reimbursement of travel costs.
- Operation of government-owned vehicles by Cooperator employees.
- Amendments to existing TO(s).

Unilateral amendments to this agreement may be issued by the ADO for changes which are purely administrative in nature.

11. FUNDING AVAILABILITY

The Agency's participation shall be subject to passage, by the Congress of the United States, of an appropriation of funds for the fiscal year from which expenditures may be legally made.

12. ALLOWABLE COSTS

Payment up to the amount specified in each TO shall be made only for allowable, allocable, reasonable, and necessary costs in accordance with the cost principles in effect on the date of the award.

13. INDIRECT COSTS

Indirect costs may be reimbursed by the Agency at a negotiated indirect cost rate not to exceed 10 percent of total direct costs.

14. PAYMENTS

Payment shall be made by either EFT or the HHS/PMS method. (See Form 451, Page 1 of this Agreement, for the applicable method). All payment requests are to be submitted in the English language.

Applicable if payment is by EFT:

- The Cooperator agrees to receive payment via USDA's Vendor Express Program (VXP). Instructions and forms are available on the USDA, National Finance Center's website. www.usda.nfc.gov
- Payments to the Cooperator will be made on a reimbursable basis as reflected on the Cooperator's invoices or vouchers. Invoices shall be submitted directly to the ADODR on a quarterly basis. The following information is required to assure payments are received in a timely manner:
 - Task Order number
 - VXP identification number
 - Itemized listing of costs being reimbursed
 - Specific time period covered by the invoice
 - Signature and contact information of the Cooperator's Authorized Organizational Representative

Applicable if payment will be made through the HHS/PMS payment method:

Questions and Instructions for obtaining payment through the HHS/PMS should be directed to:

Chief, Financial Assistance Financing Branch
PO Box 6021
Rockville, Maryland 20852
(301)443-1660

15. DEBT COLLECTION

Any monies that are payable or may become payable under this Agreement may be subject to administrative offset for the collection of delinquent debt to the person or legal entity owned to the United States under the Federal Claims Collection Act of 1966, as amended by the Debt Collection Act of 1982 (31 USC 3701, 3711, 3716-3719); 4 CFR Part 102 and 7 CFR Part 3. Information on the person's or legal entity's responsibility for a commercial debt or delinquent consumer debt owed to the United States will be disclosed to consumer or commercial crediting reporting agencies.

16. AMENDMENTS

A duly signed amendment is required any time a task order requires change in duration, funds or personnel.

17. REPORTING REQUIREMENTS

The Cooperator agrees to furnish a detailed Monthly Management Report to the ADODR within 30 calendar days of the end of each month and a final report within 90 days of TO expiration. The following minimum information is required:

- Name of Institution
- Agreement Number

- Task Order Number
- Current month draw down (If paid through HHS/PMS)
- Details of monthly expenses: (Salary and Non-Salary)
- Cumulative (Year-to-Date) Totals

18. TECHNICAL SUPERVISION

The Agency may technically supervise work of Cooperator's employees assigned to this agreement at Agency facilities. The Agency may not, however, intervene in the employer-employee relationship between the Cooperator and its' employees. In addition, the Agency is not authorized to hire or otherwise engage in the personnel management practices of the Cooperator's institution.

19. RULES OF THE WORKPLACE

Cooperator employees, while engaged in work at the Agency's facilities, will abide by the Agency's standard operating procedures regarding the maintenance of laboratory notebooks, dissemination of information, equipment operation standards, hours of work, conduct, and other incidental matters stated in the rules and regulations of the Agency.

20. LABOR DISPUTES

Whenever the Cooperator has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this agreement, the cooperator shall immediately notify the ADO and ADODR and provide all relevant information with respect thereto.

21. TRAVEL

Travel may only be performed by Cooperator personnel to provide direct benefits to the research projects supported by this and must be authorized on the Task Order.

Travel costs are limited to those allowed by the Cooperator's formal travel policies. If the Cooperator has no formal travel policy, Federal travel regulations shall be applied in determining the amount of travel chargeable to Agency.

Surface travel or less than first-class air accommodations shall be used where and when available for travel charged to Agency.

United States flag air carrier must be used for foreign air travel when available.

Reimbursement to the Cooperator for payment of travel expenses of Agency personnel are unallowable.

22. LIABILITY

The Cooperator agrees to provide its' personnel with liability insurance such as Worker's Compensation, employer's liability, comprehensive general liability (bodily

injury), comprehensive automobile liability (bodily injury and property damage), and/or such other insurance as deemed necessary by the Cooperator. The Cooperator is responsible for determining the types and amounts of insurance coverage needed to provide adequate protection for its employees, taking into account the nature and scope of services to be performed under this agreement. Insurance procured for the sole purpose of covering work under this agreement may be charged to Task Orders as a direct cost.

If the Cooperator certifies that it enjoys partial or total immunity from Tort Liability as a State agency and that liability insurance coverages will be obtained and maintained only to the extent allowed under State statute, ARS will assume no liability to third parties nor will it reimburse the Cooperator for liability to third parties with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this agreement or any sub-agreement or contract under this agreement.

Whether or not the Cooperator provides liability insurance to its' employees, to the extent allowed under State statutes, the Cooperator agrees to indemnify and hold harmless ARS, its employees, and/or agents against all losses or expenses by reason of any liability imposed by law upon the Cooperator's employees or agents for acts of commission or omission resulting in personal injury, death, or damage to property in the performance of their duties under this agreement.

23. MOTOR VEHICLE ACCIDENT LIABILITY

A Cooperator's employee may operate Federal Government-owned motor vehicles in furtherance of this agreement only when specifically authorized to do so in writing by the ADODR.

The Agency will assume responsibility for damage to Federal Government's vehicles driven by a Cooperator's employee when it is determined by the Agency that the Cooperator's employee was properly authorized to operate the vehicle, the vehicle was used within the scope of the authorization, and was not negligent in causing the damage.

The Agency will assume no responsibility for damage to the Federal Government's motor vehicles driven by a Cooperator's employee when it is determined by the Agency that the Cooperator's employee was not properly authorized to drive the vehicle or that the employee was negligent and the Agency will seek to legally recover losses resulting from such damages.

Negligence for the purposes of this Agreement is defined as follows:

"The performance of some act which a person of ordinary prudence would not have done under similar circumstances, the failure to do what a person of ordinary prudence would have done under similar circumstances, or

conduct which falls below the standard established by law for the protection of others against unreasonable risk of harm.”

24. CAPITAL IMPROVEMENT

Federal funds made available to this agreement to the Cooperator under this agreement shall not be expended for capital improvements of Agency or Cooperator facilities.

25. ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

The following acknowledgment of Agency support must appear in the publications of any material which is based upon or developed under this Agreement (whether or not copyrighted):

“This material is based upon work supported by the U.S. Department of Agriculture, under Agreement No. (Cooperator must enter the applicable agreement number here).”

All such materials, must also contain the following disclaimer **unless** the publication is formally cleared by USDA:

“Any opinions, findings, conclusion, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the U.S. Department of Agriculture.”

Public Information

Any public information concerning work carried out under this Agreement will describe the contributions of both parties to the work effort. In the event of a dispute, a separate publication may be made with effective statements of acknowledgment and disclaimer.

Technical Publication

Any technical publication developed as a result of this Agreement shall be submitted by the developing party to the other for advice and comment. In event of dispute, a separate publication may be made, with effective statements of acknowledgment and disclaimer.

26. TERMINATION

This Agreement may be terminated by either of the parties upon 180 calendar days' notice in writing of one party to the other party. All Task Orders issued in conjunction with this agreement automatically terminate on the termination date of this agreement.

The Agency reserves the right to terminate this agreement, any or all task orders or withhold payments if the Agency determines that:

The Cooperator failed to comply with the terms and conditions of this Agreement and/or Task Order(s).

There is evidence of misuse of funds by the Cooperator.

The parties fail to reach a solution acceptable to both regarding any disagreement concerning the Agreement

Any other event which substantially affects the material terms of this Agreement.

27. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

Financial records, supporting documents, statistical records, and all other records pertinent to this agreement, including task orders, shall be retained for the life of the Agreement and 3 years following expiration and/or termination of this agreement, except in the following instances:

If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

The Agency, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Cooperators that are pertinent to the Agreement, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a Cooperator's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.

RESEARCH SUPPORT AGREEMENT (RSA)
Agreement No. 58-XXXX-2-XXX

INTRODUCTION:

The **(insert Cooperator)** and the Agricultural Research Service (ARS) desire to enter into this Agreement for the purpose of supporting research to be carried out at ARS and Cooperator facilities; and ARS desires the Cooperator to provide goods and services, including personal services, necessary to carrying out the research of mutual interest within the **(insert AREA NAME)**. ARS Research is organized into 22 National Programs. These programs serve to bring coordination, communication and empowerment to the more than 1200 research projects carried out by ARS.

STATEMENT OF MUTUAL INTEREST:

The Cooperator is engaged in and has an independent interest in one or more of the research programs identified below. All parties derive direct benefit to their individual research programs by participating in this agreement.

(Note to ADO's: Select programs relative to your AREA from the list below.)

• **Animal Production, Product Value and Safety**

<u>Program No.</u>	<u>Title</u>
101	Food Animal Production
103	Animal Health
104	Arthropod Pests of Animals and Humans
105	Animal Well-Being & Stress Control Systems
106	Aquaculture
107	Human Nutrition
108	Food Safety (animal & plant products)

• **Natural Resources and Sustainable Agricultural Systems**

<u>Program No.</u>	<u>Title</u>
201	Water Quality and Management
202	Soil Resource Management
203	Air Quality
204	Global Change
205	Rangeland, Pasture and Forages
206	Manure and Byproduct Utilization
207	Integrated Agricultural Systems

- **Crop Production, Product Value and Safety**

Program No.	Title
301	Plant, Microbial, and Insect Genetic Resources, Genomics and Genetic Improvements
302	Plant Biological and Molecular Processes
303	Plant Diseases
304	Crop Protection and Quarantine
305	Crop Production
306	Quality and Utilization of Agricultural Products
307	Bioenergy and Energy Alternatives
308	Methyl Bromide Alternatives

RESPONSIBILITIES

A. The Cooperator Agrees to:

- A. Select and administratively supervise (i.e., selection and performance of employees, time and attendance, evaluation, leave approval, administration of employee benefits, etc.) employees used in support of ARS research, provided that ARS concurs that those employees possess the requisite qualifications and background for the duties to be performed. **Acquisition of personal services is limited to:**
 - Laboratory technicians and aides.
 - Wage-grade support help.
 - Support professionals who do not perform original research.
 - Graduate and undergraduate students paid an hourly wage. Fringe benefits may also be reimbursed.
 - Short-term SYs (90 days or less).
 - Data entry and clerk-typists required for specific research projects. Cooperator employees cannot be used to perform general office functions or duties.
 - Seasonal and intermittent workers
 - Full-Time Temporary requirements (**limited to 4 years in duration**)
2. Provide general support costs to facilitate research activities when ARS employees are located in or contiguous to the Cooperator's facility. This includes:
 - Facility maintenance services, including janitorial and landscaping.
 - Security services.
 - Telephone services - local, long distance **and internet access charges (as applicable).**
 - Utilities usage. This does not include entering into utility contracts under Federal Acquisition Regulation (FAR) 8.300.
 - Computer time/statistical reporting/user fees.
 - Reimbursement for manuscript processing (page charges).

- Reimbursement for work-related training and travel (including foreign travel) for Cooperator's employees. The RSA does not authorize the Cooperator to pay travel costs of ARS employees.
 - Reimbursement for work-related seminar/colloquium expenses.
 - Reimbursement for liability insurance purchased to cover employees working under an RSA.
 - Reimbursement for physical exams when Cooperator employees are subjected to hazardous materials as a direct result of RSA assignments.
3. Assign such members of its staff as may be requested by ARS to support research of mutual interest to the Cooperator.

b. ARS Agrees to:

1. Provide technical and scientific direction to the Cooperator's employees in carrying out the objectives of this Agreement.
 2. Plan, direct, inspect, and make evaluative recommendations to the Cooperator regarding work performance of the Cooperator's employees.
- c. To reimburse the Cooperator for Indirect Costs at a rate of ____%* of total direct costs.

***(ADOs Note: If negotiated rate is less than 10% enter actual amount agreed to here. Rate is not to exceed 10% in any case.)**

ORDER FOR SUPPLIES OR SERVICES						PAGE	OF	PAGES
IMPORTANT: Mark all packages and papers with contract and/or order numbers.								
1. DATE OF ORDER		2. CONTRACT NO. (If any)		6. SHIP TO:				
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE				
5. ISSUING OFFICE (Address correspondence to)		7. TO:		b. STREET ADDRESS				
				c. CITY		d. STATE	e. ZIP CODE	
		a. NAME OF CONTRACTOR		f. SHIP VIA				
		b. COMPANY NAME		8. TYPE OF ORDER				
		c. STREET ADDRESS		<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
		d. CITY	e. STATE	f. ZIP CODE				
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))								
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED								
12. F.O.B. POINT		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS		
13. PLACE OF								
a. INSPECTION		b. ACCEPTANCE						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	"Both Parties have mutual interest to carry out research activities supported by this Task Order."							
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.				
		21. MAIL INVOICE TO:						17(h) TOT. (Cont. pages)
a. NAME								
b. STREET ADDRESS (or P.O. Box)								
c. CITY		d. STATE	e. ZIP CODE				17(i) GRAND TOTAL	
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed)				
				TITLE: CONTRACTING/ORDERING OFFICER				

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Previous edition not usable

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WHITE

OPTIONAL FORM 347 (REV. 6/95)
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